

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI

FENTON FLYERS, INC.,	)	
	)	
Plaintiff,	)	Civil Action No. _____
v.	)	
	)	<i>Removed from:</i>
	)	
100 OCTANE AVIATION, LLC, et al.,	)	THE CIRCUIT COURT OF JEFFERSON
	)	COUNTY, MISSOURI, TWENTY-THIRD
	)	JUDICIAL CIRCUIT
Defendants.	)	
	)	CASE NO. 23JE-CC01138

**NOTICE OF REMOVAL OF CIVIL ACTION**

TO: PLAINTIFFS AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Defendants 100 Octane Aviation, LLC and Brennan James Hawkins hereby notice the removal of this civil action to the United States District Court for the Eastern District of Missouri from the Circuit Court of Jefferson County, Twenty-Third Judicial Circuit, State of Missouri, pursuant to 28 U.S.C. §§ 1441 and 1446. Removal is made pursuant to 28 U.S.C. § 1332 on the basis of complete diversity and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs. The grounds for removal are stated as follows:

1. On November 21, 2023, Plaintiff Fenton Flyers, Inc. filed its Petition against Defendants 100 Octane Aviation, LLC and Brennan James Hawkins, in the Circuit Court of Jefferson County, Missouri, Twenty-Third Judicial Circuit. A true and correct copy of the Petition is attached hereto as **Exhibit 1**.

2. Plaintiff Fenton Flyers, Inc. is a Missouri Not-for-Profit Corporation. Pet. ¶ 1.

3. Defendant 100 Octane Aviation, LLC is a Wisconsin Limited Liability Corporation owned by member/manager, Defendant Brennan James Hawkins. Pet. ¶ 2.

4. Defendant Brennan James Hawkins is an individual adult resident of Wisconsin. Pet. ¶ 3 and Certificate of Service attached hereto as **Exhibit 2**.

5. Plaintiff alleges it purchased a certain airplane, Cessna 182L N3369R, and relied upon Defendants to perform a pre-purchase inspection. Pet. ¶ 7 – 9.

6. Plaintiff alleges Defendants failed to disclose a propeller strike on the engine and a certain Service Bulletin requiring the engine be disassembled and given non-destructive testing. Pet. ¶ 10 – 16.

7. Plaintiff alleges over \$75,000.00 in damages. Pet. ¶ 17 – 21.

8. This court has removal jurisdiction over Plaintiff's claims under 28 U.S.C. § 1332(a) as the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States.

9. A defendant may remove an action to federal court under 28 U.S.C. § 1441(a) if the federal court has original jurisdiction.

10. Pursuant to 28 U.S.C. § 1446(a), removal to the United States District Court for the Eastern District of Missouri is proper because this is the federal district court for the district and division embracing the place where the state court suit is pending.

11. As required by 28 U.S.C. § 1446(a), true and correct copies of all process, pleadings and orders served upon Defendants are being filed with this Notice of Removal.

12. Pursuant to 28 U.S.C. § 1446(d), written notice of the filing of this Notice of Removal will be given to Plaintiffs (see **Exhibit 3**) and a copy of this Notice of Removal will be filed with the clerk of the Circuit Court of Jefferson County, Missouri, Twenty-Third Judicial Circuit, to effect the removal of this civil action.

13. In filing this Notice of Removal, Defendants reserve all substantive and procedural claims, counterclaims and defenses, including but not limited to defenses respecting service of process, venue, and personal jurisdiction.

WHEREFORE, Defendants 100 Octane Aviation, LLC and Brennan James Hawkins request that all proceedings in the state court action be discontinued and that this action proceed in the United States District Court for the Eastern District of Missouri as an action properly removed to it.

Respectfully Submitted,

**GOLDBERG SEGALLA, LLP**

BY: /s/ David P. Renovitch  
David P. Renovitch, #57065  
8000 Maryland Avenue, Ste. 640  
St. Louis, MO 63105  
314-446-3364 / FAX: 314-446-3360  
[drenovitch@goldbergsegalla.com](mailto:drenovitch@goldbergsegalla.com)  
*Attorneys for Defendants*

**CERTIFICATE OF MAILING**

I certify that on January 2, 2024, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which sent notification of such filing to the following and I hereby certify that I have mailed the foregoing by regular US Mail, postage prepaid, to the following:

Stanley D. Schnaare  
THE SCHNAARE LAW FIRM, PC  
321 Main Street – P.O. Box 440  
Hillsboro, MO 63050  
(636) 789-3355  
*Attorney for Plaintiff*

/s/ David P. Renovitch

STATE OF MISSOURI     )  
   ) SS.  
 COUNTY OF JEFFERSON    )

IN THE CIRCUIT COURT OF THE TWENTY-THIRD JUDICIAL CIRCUIT  
 OF MISSOURI, AT HILLSBORO, JEFFERSON COUNTY, MISSOURI  
 DIVISION NO. \_\_\_\_\_

**FENTON FLYERS, INC.**                     )  
 A Missouri Not-for-Profit Corporation    )

Plaintiff,                                     )

vs.   )

CAUSE NO. \_\_\_\_\_

**100 OCTANE AVIATION, LLC**             )  
 A Wisconsin Limited Liability Company    )

Serve at:                                     )  
 4804 Hammond Ave.                        )  
 Superior, WI 54880                         )

&    )

**BRENNAN JAMES HAWKINS**             )

Defendants.                                    )  
   )

### PETITION

COMES NOW Fenton Flyers, Inc. by Counsel, Stanley D. Schnaare of the Schnaare Law Firm, PC, and states as follows:

#### FACTS COMMON TO ALL COUNTS

1. Fenton Flyers, Inc. is a Missouri Not-for-Profit Corporation in good standing (hereinafter "Fenton Flyers").
2. 100 Octane Aviation, LLC is a Wisconsin Limited Liability Corporation owned by member/manager, Brennan Hawkins and is in good standing (hereinafter "100 Octane").
3. Brennan James Hawkins (hereinafter "Hawkins") is an individual, employee and agent of 100 Octane.
4. Defendants perform contract work in many states including Missouri.



5. Jurisdiction is proper in the state of Missouri and venue is proper in Jefferson County where the contract was formed.
6. The Defendants herein are subject to the State of Missouri's courts pursuant to the long-arm statute of the State, 506.500, as business was transacted in and through the State to procure the contract between the parties, and the commission of a tortious act within the State, with in-state consequences, as discussed further herein below. Further, the Defendants have at least minimum contacts in and with the State of Missouri, directly related to the causes of action herein, such that the due process of the Defendants is satisfied. See Exhibit A for communications to and from Missouri.
7. In October of 2019, Fenton Flyers sought to purchase a certain Cessna 182L N3369R (182).
8. Fenton Flyers contacted Defendants to perform a pre-purchase inspection.
9. Fenton Flyers had to rely upon Defendants to inspect, evaluate, and identify any issues concerning the 182.
10. Defendants were experts and held themselves out as certified, licensed, and capable of performing a pre-purchase inspection of the 182.
11. Defendants did perform the pre-purchase inspection and repairs on the 182.
12. Fenton Flyers paid from its Missouri finance account the complete charges for inspection and repairs to Defendants.
13. At the time of the inspection performed, Teledyne Continental Aircraft Engine Service Bulletin #SB96-11B was applicable (SB96). See Exhibit B.
14. SB96 contains inspection mandates if the engine had sustained a propeller strike and requires the engine be disassembled and given non-destructive testing.
15. Defendants never disclosed to Plaintiff the existence of SB96.
16. During the annual inspection in the fall of 2022, the inspector, Larry McCormick, identified a propeller strike on the engine in 182 from 2017 and would not approve the aircraft inspection without compliance with the SB96. See Exhibit C.
17. That Plaintiff had to comply with SB96 for safety and to ensure that engine failure would not ensue and have an approved inspection.
18. Plaintiff spent:

- a) in excess of \$20,000.00 for engine inspections;
- b) approximately \$5,000.00 to remove and remount the engine.
- 19. Plaintiff was further damaged by loss of use of 182 and in other ways.
- 20. The value of the original purchase was \$66,000.00.
- 21. That the cost of the compliance with SB96 is material to the value of the sale price and as such, critical to the decision to purchase 182.

#### COUNT I- BREACH OF CONTRACT

Comes Now Stanley D. Schnaare, Counsel for Plaintiff herein, and states in support of Plaintiff's Count I as follows:

- 22. Plaintiff reasserts and realleges paragraphs 1 through 21 as set forth fully herein.
- 23. Defendants breached the pre-buy inspection by failing to disclose SB96.
- 24. The failure to disclose SB96 was a material breach of the pre-buy inspection and contract.
- 25. Plaintiff was damaged by the failure to disclose SB96.

WHEREFORE Plaintiff prays judgment for breach of contract against the Defendants jointly and severally, its costs, attorney fees and for any other orders as the court deems just and proper in excess of \$25,000.00.

#### COUNT II- NEGLIGENCE

Comes Now Stanley D. Schnaare, Counsel for Plaintiff herein, and for Count II states as follows:

- 26. Plaintiff reasserts and realleges paragraphs 1 through 25 as set forth fully herein.
- 27. Plaintiff asserts that Defendants had a duty to Plaintiff to disclose in the pre-buy inspection SB96.
- 28. Defendants failed to disclose to Plaintiff SB96.
- 29. As a direct and proximate result of the breach of Defendant's duty, Plaintiff was financially damaged in excess of \$25,000.00.
- 30. Defendants are subject to the Missouri Long Arm Statute as the damage occurred in the State of Missouri.

WHEREFORE Plaintiff prays for a judgment against Defendants jointly and severally, in excess of \$25,000.00, interest, costs, attorney fees and any additional court orders that to the court seem just and proper.

Respectfully submitted,

/s/ Stanley D. Schnaare  
Stanley D. Schnaare #29382  
The Schnaare Law Firm, PC  
321 Main Street – P.O. Box 440  
Hillsboro, MO 63050  
(636) 789-3355 – 797-3355  
Attorney for Plaintiff

2:14 PM

AT&amp;T Yahoo Mail - Fw: N3369R Pre buy inspection report

P.O. Box 440  
Hillsboro, MO 63050  
636-797-3355



On Thursday, October 10, 2019, 07:37:29 PM CDT, Brennan Hawkins <100octaneavlation@gmail.com> wrote:

Finished the inspection late this afternoon and here are my findings.

Compression tests

Cyl#1- 76

Cyl#2- 74

Cyl#3- 54

Cyl#4- 71

Cyl#5- 76

Cyl#6- 73

Item #1=While 54/80 PSI on cylinder #3 is still passing, after bore scoping the cylinder we found the exhaust valve burnt, which I would not pass on a annual inspection. After researching the log books we found that last year the last mechanic tried to lap the valve/seat which sometimes works great but apparent it did not work and now the valve needs to be replaced. Which requires removal of the cylinder & install of a repaired/overhauled. we would reuse the piston but install new rings and gasket set.

We bore scoped the other cylinders which all look normal for a 500hr engine.

Item #2= Carb intake box needs repaired, normal for these engine/airframes. It starts cracking and usually mechanics patch or weld the areas (which was done on this one) and while that works for a bit the real fix is a the carb heat box reinforcement straps. kit is around 140\$ with a 1hr install time.

Item #3= Napa Alternator belt, not a big deal for some mechanics but for a certified aircraft it needs to be FAA/PMA approved.

All other Items I will list here are worth noting but not pressing issues

#1= Small shimmy dampener leak

#2= Flap tracks need cleaned(bearings & wear are good Just collects dirt)

#3= LH Cowl flap hinge worn

#4= Muffler flame tube gone(rest of muffler in good shape)

#5= Cabin air & heat cables stiff

#6= Interior has been reupholstered but did not find burn certificate in logs (may be in other folders but did not dig to deep)

#7= Magnetos/plugs have TSOH: 513.5

Worth noting

#1= I have attached the log book entry noting in 2017 that this Factory Rebuilt engine was involved in a prop strike and that the crank run out check passed & dye pen check good.

Other picture is of the Exhaust valve on cylinder #3

We did a oil change & cut the filter open & found no contamination, installed 10qts XC20W50 with new AA48108-2 filter.

Overall this is a great low time 182. The firewall repair was quality work & no reason I can see that would devalue this airframe. Better to have repaired & done correctly than worn out & may need repair in the future in my opinion.

There was a log entry in 12/13/2010 @ 142.3hr that stated that the carry-through spar was cleaned & treated, We did not find any evidence of a corrosion issue anywhere on the airframe so it must have been a isolated spot. To inspect the carry-through, the wing needs to be removed and spar block removed as well to even see inside.

Pitot static test Due: 2-14-2020

Prop : SMOH: 359.7

AD72/07/09 fin/rudder seperation 500hr inspection completed at TT 231.9

AD84-10-01R1 Requires draining tanks and checking amount of water trapped in folds or crease of the bladder. Which were not present on our inspection. No discrepancy's noted

AD2011-10-09 Seat tracks. within limits.

AD76-07-12R1 bendix ign switch. Good



2:14 PM

AT&T Yahoo Mail - Fw: N3369R Pre buy inspection report

AD83-13-01 Placard, confirmed installed  
ELT battery Due: 11/2020  
Annual Due: 8/2020

Hope this information was what you and the club are looking for, I tried to include everything that me and my other mechanic found but if there is something you or any members would like to speak about feel free to call, if I do not answer please leave a message and I will get back ASAP.

Thank You  
Brennan Hawkins A&P IA  
100 Octane Aviation  
4804 Hammond Ave  
Superior, WI 54880  
218-370-1239

<20191010\_140752.jpg>

<20191010\_132026.jpg>

10/3, 2:00 PM



Gmail - inspection of '67 182

Brennan,

We also need a detail exam on the oil with oil filter particle check for debris.

We also need the history of the logs and any funny business or lacking information identified. Every AD must have been complied with!

I want an opinion of the fuel bladders as Brian says one was just replaced, but that leaves the other as a potential expensive problem.

In light of the groups sensitivity from the earlier buy we need to know any "squawks" which may effect our wallet in the next year or two.

Thanks for your service to us and patience.

Stanley D. Schnaare  
The Schnaare Law Firm, PC  
321 Main Street  
P.O. Box 440  
Hillsboro, MO 63050  
636-797-3355

[Quoted text hidden]

Stanley Schnaare

Wed, Oct 9, 2019 at 10:42 AM

Reply-To: Stanley Schnaare

To: Jimmy Brayton, Ryan Roe, Robert Weihl,  
Gary Lewis, Ron Rands, Derek Kallista,  
Dave Kentch, Glen Sinks

Find attached an inspection list and my followup to include additional things. This is for your information and review.

Stan  
Stanley D. Schnaare  
The Schnaare Law Firm, PC  
321 Main Street  
P.O. Box 440  
Hillsboro, MO 63050  
636-797-3355



TELEDYNE CONTINENTAL<sup>®</sup> AIRCRAFT ENGINE**SERVICE BULLETIN**

Compliance Will Enhance Safety

**CATEGORY 3****SB96-11B**FAA APPROVED  
Supersedes SB96-11A,  
SB96-11, M84-16**SUBJECT: PROPELLER STRIKES AND HYDRAULIC LOCKS.****PURPOSE: PURPOSE: PART I: PROPELLER STRIKE INCIDENTS:**

Provides definition of propeller strike and foreign object damage (FOD), possible resulting damage that can occur from such incidents and required inspections and corrective actions mandated by TCM to return the engine to service.

**PART II: HYDRAULIC LOCK:**

Provides definition of hydraulic lock, the conditions that can lead to a hydraulic lock event, how to prevent it, and the inspection and corrective actions mandated by TCM to return the engine to service.

**COMPLIANCE:** PART I: Anytime a propeller strike incident occurs, perform the inspections set forth in this Service Bulletin prior to further engine operation.

PART II: As set forth in the instructions contained in PART II.


**MODELS  
AFFECTED:** All Teledyne Continental Motors (TCM) engine models.**PART I - PROPELLER STRIKE INCIDENTS**

A propeller strike is: (1) any incident, whether or not the engine is operating, that requires repair to the propeller other than minor dressing of the blades as set forth in Part I, B of this Service Bulletin or (2) any incident while the engine is operating in which the propeller makes contact with any object that results in a loss of engine RPM. Propeller strikes against the ground or any object, can cause engine and component damage even though the propeller may continue to rotate. This damage can result in catastrophic engine failure.

**A. PROPELLER STRIKE INSPECTIONS.**

Following any propeller strike, complete disassembly and inspection of all rotating engine components is mandatory and must be accomplished prior to further flight. Inspect all engine driven accessories in accordance with the manufacturer's maintenance instructions.

Prior to any ground operation of the engine assure that the propeller flange and the crankshaft flange area are free of any crack indications. In addition to the engine component inspection

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requirements set forth in the appropriate overhaul manual, the following inspection procedures must be accomplished:

1. The crankshaft must be inspected by magnetic particle inspection. All crankshaft surfaces must be cleaned free of sludge, paint or any other substance that could mask reliable magnetic particle inspection indications.
2. Connecting rods, gears, and all other steel internal engine parts must be magnetic particle inspected.
3. The crankcase must be stripped and fluorescent penetrant inspection performed, paying particular attention to the forward crankcase bearing support and adjacent structure.
4. Connecting rod bolts and nuts must be replaced regardless of condition.
5. On counterweight equipped engines, replacement of all counterweight pins, bushings, end plates and snap rings is required regardless of their condition. Counterweight bushing bores in both counterweights and crankshaft must be inspected in accordance with the criteria contained in the latest revision of SB00-3.
6. Inspect all engine-driven accessories in accordance with the accessory manufacturer's Instructions.

#### B. MINOR FOREIGN OBJECT DAMAGE (FOD) INSPECTION.

For instances where the propeller is damaged by a small foreign object during operation, such as a small stone, inspection and repair must be accomplished in accordance with the propeller manufacturer's published Instructions. Any time foreign object damage requires propeller removal for repairs other than minor dressing of the blades the incident is considered a propeller strike and must be inspected as outlined in paragraph "A" above.

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**PART II - HYDRAULIC LOCK****WARNING**

OVER PRIMING CAN CAUSE A FLOODED INTAKE RESULTING IN A "HYDRAULIC LOCK" EVENT AND SUBSEQUENT ENGINE MALFUNCTION OR FAILURE. IF YOU OVER PRIME, OR FLOOD YOUR ENGINE, MAKE CERTAIN THAT ALL FUEL HAS DRAINED FROM THE INTAKE MANIFOLD AND/OR CYLINDER PRIOR TO ATTEMPTING ENGINE STARTING.


**WARNING**

MODIFICATION OF OR DEVIATION FROM THE ORIGINAL INTAKE MANIFOLD DESIGN MAY RESULT IN INSUFFICIENT DRAINAGE OF THE INTAKE MANIFOLD, RESULTING IN AN INCREASED POTENTIAL FOR HYDRAULIC LOCK. ALL INTAKE MANIFOLD DRAINS MUST BE PROPERLY PLACED, AND OPERATIONAL.

**A. GENERAL INFORMATION**

Hydraulic lock is defined as a condition in which a volume of liquid, equal to or greater than the clearance volume of the combustion chamber, is drawn into the cylinder during starting. This liquid, being incompressible, restricts piston travel during the compression stroke. Damage only occurs after the preceding cylinder or cylinders in the firing order have fired, thereby providing the required force to drive the piston of the fluid filled cylinder through the compression stroke. Most hydraulic lock events in horizontally opposed aircraft engines are due to fuel accumulation in the induction system and/or cylinder assembly and usually occur in one of the forward cylinders. Over priming prior to or during engine starting will allow fuel to accumulate in the induction system or cylinder faster than the system drains can evacuate it. Other causes of hydraulic lock can be attributed to:

1. Restricted or clogged induction system drains or cylinder intake port drain(s).
2. Extended operation of the electric boost pump:
  - a. During failed engine start.
  - b. Following loss of power during ground operation.
  - c. Following momentary engine shutdown.
  - d. During single engine operation for training purposes on twin engine aircraft.
3. Over priming and attempting engine start with the aircraft parked on an incline that negates the effective operation of the drain system.
4. A failure to drain oil from cylinders that have been preserved.

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Damage from a hydraulic lock can be extensive. Engine components such as connecting rods, cylinder assemblies, pistons, piston pins, crankcase and crankshaft can be damaged due to the extreme stress. Subsequent failure of these components can occur if the instructions set forth in this service bulletin are not followed.

## B. PRECAUTIONS PRIOR TO AND DURING STARTING

1. Owners, operators and maintenance personnel must become familiar with the type, operation, total number and location(s) of the fuel drain(s). This information is provided in the Aircraft Manufacturer's or STC holder's Maintenance and/or Flight Manual.

NOTE: Verify that the boost pump switch(es) are in the "OFF" position prior to turning the master switch on.

Each time the engine is manually primed, or the electric boost pump is energized for fuel system leak check or for priming before or during engine start, observe the following precautions:

- a. Fuel priming must be accomplished in accordance with the instructions specified by the Aircraft Manufacturer or STC holder and only with a properly functioning drain system.
  - b. Prime and start engine(s) while the aircraft is positioned on a level surface.
  - c. Prime only as long as required to achieve a stabilized fuel flow or pressure indication and in no case exceed the Aircraft Manufacturer or STC holder's limitations.
  - d. If prolonged priming or inadvertent operation of the boost pump has occurred, verify visually that fuel is running from the system drains. Starting must not be attempted until all fuel has drained from the induction system.
  - e. If fuel draining is not noticed during priming, discontinue priming and remove, repair or replace drain(s), associated hoses and hardware in accordance with the Aircraft Manufacturer's instructions. Make certain that the system drains are functioning properly and that fuel drains from the system prior to engaging the starter.
2. If the engine has been in storage and/or preserved, drain all preservative oil in accordance with the latest revision of the TCM Service Bulletin concerning engine preservation prior to engine operation.

## C. SYSTEM DRAIN INSPECTION

At each scheduled maintenance interval, perform the following inspection to ensure that the drain(s) function properly:

### WARNING

**DO NOT ROTATE THE PROPELLER OR ALLOW ANY PERSONNEL TO STAND IN THE AREA OF THE PROPELLER ARC WHILE PERFORMING THE FOLLOWING INSPECTION.**

1. Perform a normal engine start priming sequence in accordance with the Aircraft Manufacturer or STC holder's instructions.

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2. Observe the drain location(s) in the engine cowling and make certain that fuel drains from each.

NOTE: On some installations, drains are located in the induction system where fuel draining will not be observed during priming. In this case, the drain must be inspected as necessary to determine that it is functioning properly.

3. Remove, clean or replace any drain that does not function properly.

#### D. INDICATIONS OF POSSIBLE HYDRAULIC LOCK

In the event the operator starts an over-primed/flooded engine, hydraulic lock may result. Indications of hydraulic lock are difficult to detect since the engine will not normally exhibit any unusual operation once the fuel-air mixture stabilizes. Therefore, the operator must be cognizant of the fact that a hydraulic lock can occur anytime an attempt to start an over-primed/flooded engine occurs. In the event that the operator starts an over-primed/flooded engine or suspects a hydraulic lock has occurred, he must make certain that the inspection procedures in Section E are followed.


#### E. INSPECTION PROCEDURES FOR SUSPECTED HYDRAULIC LOCK.

In the event of a suspected hydraulic lock, perform the following inspection:

1. Remove all cylinders and connecting rods in accordance with the applicable TCM Overhaul Manual. Inspect the connecting rods in accordance with applicable TCM Overhaul Manual.
2. If all rods meet the criteria specified by TCM, reassemble the engine in accordance with the overhaul manual.
3. If any connecting rod does not meet TCM acceptance criteria, remove and disassemble the engine to allow inspection of the crankcase and crankshaft in accordance with the applicable TCM Overhaul Manual. Replace any part that does not meet Overhaul Manual inspection criteria. Replace each non-conforming connecting rod and its associated piston, piston pin and cylinder assembly.

NOTE: Any parts that require replacement must be destroyed to prevent future installation.

4. Reassemble the engine in accordance with the applicable TCM Overhaul Manual and return the aircraft to service.

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## Affidavit of Larry McCormick

COMES NOW Larry McCormick, and for his affidavit in support of his professional opinion regarding repair of Teledyne Continental engines with propeller strikes and specifically relating to Cessna 182 identifier N3369R, and states to the best of his knowledge and belief under oath as follows:

1. I have reviewed the communications for the pre-buy inspection for Cessna 182 N3369R, including such things as emails, notations with check payments, and other additional information between the aircraft inspector and Fenton Flyers occurring in fall 2019;
2. I was asked to perform an annual inspection on aircraft N3369R for Fenton Flyers in the fall of 2022;
3. During the annual inspection, I reviewed logbook entries related to the history of the aircraft and the engine. Upon review of the logbook entries for the engine, I discovered that this engine in this aircraft had suffered a prop strike sometime in 2017;
4. During the course of my inspection, I uncovered that the Teledyne Continental service bulletin regarding propeller strikes had not been complied with;
5. I saw in the logbooks that the dye check at the hub had been performed, but had not been fully in compliance with the Teledyne Continental service bulletin;
6. I also learned that the hub dye check was disclosed to the buyers but not the service bulletin;
7. I understand the difference between an airworthiness directive, and the Teledyne Continental service bulletin, and I understand further, that the service bulletin does not carry the federal mandates of an airworthiness directive;
8. I am aware that the service bulletin SB96-11B states "Following any propeller strike, complete disassembly and inspection of all rotating engine components is mandatory and **must** be accomplished prior to further flight"
9. I believe after reading the service bulletin, that the language contained in the service bulletin is a mandate by the engine manufacture, and that certain tests, according to the service bulletin, must be performed before the aircraft engine is placed back in service;
10. I have personally witnessed a fatal aircraft accident as a result of a propeller separation traced back to failures associated with an earlier prop strike;
11. It is my professional opinion, as a licensed aircraft and power plant repairman and inspector, that it was a failure of reasonable diligence on behalf of the inspecting mechanic to not disclose that there was a Teledyne Continental manufacturer's service bulletin that had not been complied with at the time of the pre-buy inspection;
12. For me too be able to affix my name to the annual inspection, I felt it was absolutely necessary that the engine be sent to an appropriate repair facility to be torn down and tested before I could declare the plane airworthy.

13. The cost to the owner was \$20,249.37 for the testing and repairs required.

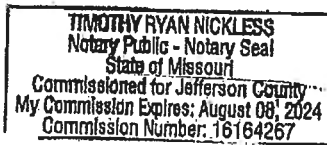
Now on this 19 day of May 2023, I Larry McCormick, the undersigned, of [REDACTED] do state and affirm to the best of my knowledge and belief that all of the foregoing statements in this affidavit are true to the best of my knowledge and belief.

Larry McCormick 2148841 IA  
Larry McCormick A&P #-

Subscribed and sworn to before me, the undersigned Notary Public on this 19<sup>th</sup> day of May 2023.

[Signature]  
Notary Public

My Commission Expires:



Signature Engines, Inc.  
4760 Airport Road, Hangar #6  
Cincinnati, OH 45226 US  
+1-513-871-9966  
www.SignatureEnginesInc.com



**BILL TO**  
Larry McCormick  
Festus Flyers, Inc.  
P.O. Box 440  
Hillsboro, MO 63050

**SHIP TO**  
Larry McCormick  
Festus Flyers, Inc.

**INVOICE 12188**

**DATE 11/28/2022 TERMS DUE UPON RECEIPT**

**WORK ORDER #**  
E8787-TDI

**ENGINE SERIAL #**  
1006074

	DESCRIPTION	QTY	RATE	AMOUNT
<b>TDI/IRAN 6 Cylinder</b>	Tear Down Inspection 6 Cylinder Engine	1	7,500.00	7,500.00
<b>Adapter Bearing</b>	SA537721 Adapter Bearing	1	16.32	16.32
<b>Bearing Set</b>	SA646590-A1 M010 Bearing Set	1	924.84	924.84
<b>Blade Bushing</b>	SA350998 Blade Bushing	4	13.31	53.24
<b>Camshaft</b>	535661 Camshaft Re-certified	1	995.00	995.00
<b>Camshaft Bolt</b>	SA537019 Camshaft Bolt	4	10.39	41.56
<b>Counter Weight Bushing</b>	SA639193 Counter Weight Bushing	8	12.38	99.04
<b>Counter Weight Pin</b>	SA643626-101 Counter Weight Pin	2	16.40	32.80
<b>Counter Weight Pin</b>	SA643626-104 Counter Weight Pin	2	16.40	32.80
<b>Counter Weight Plate</b>	SA643629 Counter Weight Plate	8	1.91	15.28
<b>Counter Weight Snap Ring</b>	SA629104 Counter Weight Snap Ring	8	0.69	5.52
<b>Crankshaft Gear Bolt</b>	656990 Crankshaft Gear Bolt	6	35.50	213.00
<b>Crankshaft Oil Seal</b>	SA641250 Crankshaft Oil Seal	1	63.55	63.55
<b>Gasket Set</b>	SA536092-A10 Gasket Set	1	513.85	513.85
<b>Lifter</b>	SA646277 Lifter	6	170.23	1,021.38

\*\*\*Unpaid balances after twenty days are subject to 1.5% interest rate and/or a \$50 late fee per thirty-day period thereafter\*\*\*

	DESCRIPTION	QTY	RATE	AMOUNT
Lifter	SA628488 Lifter	6	170.85	1,025.10
Mag Cushion	SA638172 Mag Cushion	4	5.39	21.56
Piston Ring Set	SA4000-SC2 Piston Ring	6	172.77	1,036.62
Rod Bearing	SA630826 M010 Rod Bearing	12	14.98	179.76
Rod Bolt	655958 Rod Bolt	12	52.85	634.20
Rod Nut	654490 Rod Nut	12	15.00	180.00
Key	MS35756-8 Key	1	1.33	1.33
Starter Adapter Overhaul	643259A12 Starter Adapter Overhaul	1	1,600.00	1,600.00
Magneto	10-349350-4 Magneto Overhaul	1	1,100.00	1,100.00
Magneto	10-349350-5 Magneto Overhaul	1	1,100.00	1,100.00
Prop Governor	A210680 Prop Governor	1	1,350.00	1,350.00
TDI Shipping w/ Lift Gate	Round Trip Shipping w/ Lift Gate Service	1	492.62	492.62

## Wire Transfer / ACH / EFT Information

Signature Engines, Inc.

Bank: Fifth Third Bank, NA 38 Fountain Square Plaza  
Cincinnati, Ohio 45202 USA  
Bank Phone #: +1-513-871-2299

TOTAL DUE	\$20,249.37
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\*\*\*Unpaid balances after twenty days are subject to 1.5% interest rate and/or a \$50 late fee per thirty-day period thereafter\*\*\*



State of Wisconsin

DOUGLAS COUNTY

## CERTIFICATE OF SERVICE or NON-SERVICE

Process Number: 10281

Court Number: 23JE-CC1138

I do hereby certify that I received the within and foregoing Summons & Petition on 1st day of December, 2023, for service on:

BRENNAN J HAWKINS  
4804 HAMMOND AV  
SUPERIOR, WI 54880

(DEFENDANT )

Service and/or attempts made:

Served on: 4th day of December, 2023 at 10:30:00 by WITT K M

Served to: BRENNAN HAWKINS  
4804 HAMMOND AV  
SUPERIOR, WI 54880  
Defendant

Comments: ID'ed verbally. Informed of time frame to answer claim.  
=====

Dated the 4th day of December, 2023

## Fees:

Service:	0.00
Mileage:	0.00
Other :	60.00
Total :	60.00

MATTHEW T. IZZARD, Sheriff  
DOUGLAS COUNTY SHERIFFS OFFICE, Wisconsin

BY: [Signature]  
Deputy Agent / Process Server





State of Wisconsin

DOUGLAS COUNTY

CERTIFICATE OF SERVICE or NON-SERVICE

Process Number: 10282

Court Number: 23JE-CC1138

I do hereby certify that I received the within and foregoing Summons & Petition on 1st day of December, 2023, for service on:

100 OCTANE AVIATION, LLC  
4804 HAMMOND AV  
SUPERIOR, WI 54880

(DEFENDANT )

Service and/or attempts made:

Served on: 4th day of December, 2023 at 10:30:00 by WITT K M

Served to: BRENNAN HAWKINS  
4804 HAMMOND AV  
SUPERIOR, WI 54880  
Agent

Comments: ID'ed verbally. Informed of time frame to answer claim.  
=====

Dated the 4th day of December, 2023

Fees:

Service: 0.00  
Mileage: 0.00  
Other : 30.00  
Total : 30.00

MATTHEW T. IZZARD, Sheriff  
DOUGLAS COUNTY SHERIFFS OFFICE, Wisconsin

BY:

  
Deputy Agent Process Server

IN THE 23<sup>rd</sup> JUDICIAL CIRCUIT COURT  
COUNTY OF JEFFERSON  
STATE OF MISSOURI

FENTON FLYERS, INC.

Plaintiff,

V.

100 OCTANE AVIATION, LLC, et al.,

Defendants.

) ) ) ) ) ) ) )

Cause No: 23JE-CC01138

**NOTICE OF FILING   NOTICE OF  
REMOVAL**

TO: THE HONORABLE CLERK OF THE CIRCUIT COURT OF JEFFERSON COUNTY,  
TWENTY-THIRD JUDICIAL CIRCUIT, STATE OF MISSOURI, AND ALL  
ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on January 2, 2024, Defendants 100 Octane Aviation, LLC and Brennan James Hawkins filed a Notice of Removal, a copy of which is attached hereto, with the Clerk of the United States District Court for the Eastern District of Missouri. Defendants' Notice of Removal is not intended to and does not waive any objection Defendants may have to venue or jurisdiction in the Circuit Court of Jefferson County, Twenty-Third Judicial Circuit, State of Missouri.

Pursuant to 28 U.S.C. § 1446(d), this Court shall proceed no further in this case unless and until this action is remanded to this Court. Absent an entry of a remand Order by the District Court, this Court is divested of jurisdiction in this case and is hereby requested to stay all proceedings.



Respectfully Submitted,

GOLDBERG SEGALLA, LLP

BY: /s/ David P. Renovitch  
David P. Renovitch, #57065  
8000 Maryland Avenue, Ste. 640  
St. Louis, MO 63105  
314-446-3364 / FAX: 314-446-3360  
[drenovitch@goldbergsegalla.com](mailto:drenovitch@goldbergsegalla.com)  
*Attorneys for Defendants*

**CERTIFICATE OF MAILING**

The undersigned certifies that a true copy of the foregoing was sent via the Court's electronic filing system and regular U.S. mail, postage prepaid, on this 2<sup>nd</sup> day of January, 2024, to:

Stanley D. Schnaare  
THE SCHNAARE LAW FIRM, PC  
321 Main Street – P.O. Box 440  
Hillsboro, MO 63050  
(636) 789-3355  
*Attorney for Plaintiff*

/s/ David P. Renovitch



[Click here to Respond to Selected Documents](#)

**Sort Date Entries:** Descending Ascending

**Display Options:** All Entries ▼

**12/20/2023**

**Note to Clerk eFiling**

**Filed By:** STANLEY DAVID SCHNAARE

**Certificate of Service**

Summons to be filed with Certificate of Service for Brennan Hawkins and 100 Octane Aviation.

**Filed By:** STANLEY DAVID SCHNAARE

**On Behalf Of:** FENTON FLYERS, INC.

**12/08/2023**

**Certificate of Service**

Certificate of Service- Brennan Hawkins.

**Filed By:** STANLEY DAVID SCHNAARE

**On Behalf Of:** FENTON FLYERS, INC.

**Certificate of Service**

Certificate of Service- 100 Octane Aviation. PLEASE FILE DOCUMENT THAT THIS SERVICE BELONGS TO.

**Filed By:** STANLEY DAVID SCHNAARE

**On Behalf Of:** FENTON FLYERS, INC.

**11/26/2023**

**Summons Issued-Circuit**

Document ID: 23-SMCC-2057, for HAWKINS, BRENNAN J.

**Summons Issued-Circuit**

Document ID: 23-SMCC-2056, for 100 OCTANE AVIATION, LLC.

**Case Mgmt Conf Scheduled**

**Scheduled For:** 05/30/2024; 9:00 AM; TRAVIS DEAN PARTNEY; Jefferson

**11/21/2023**

**Filing Info Sheet eFiling**

**Filed By:** STANLEY DAVID SCHNAARE

**Pet Filed in Circuit Ct**

PETITION; Exhibit A - Communications, Redacted; Exhibit B - Service Bulletin; Exhibit C - Affidavit and Billing.

**Filed By:** STANLEY DAVID SCHNAARE

**On Behalf Of:** FENTON FLYERS, INC.





## IN THE 23RD JUDICIAL CIRCUIT, JEFFERSON COUNTY, MISSOURI

Judge or Division: TRAVIS DEAN PARTNEY	Case Number: 23JE-CC01138
Plaintiff/Petitioner: FENTON FLYERS, INC.	Plaintiff's/Petitioner's Attorney/Address STANLEY DAVID SCHNAARE 321 SECOND STREET COURTHSE SQ P.O. BOX 440 HILLSBORO, MO 630500440
Defendant/Respondent: 100 OCTANE AVIATION, LLC	Court Address: P O BOX 100 300 MAIN ST HILLSBORO, MO 63050
Nature of Suit: CC Breach of Contract	(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: BRENNAN J HAWKINS

Alias:

4804 HAMMOND AVE  
SUPERIOR, WI 54880

COURT SEAL OF



JEFFERSON COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

MICHAEL E. REUTER, CIRCUIT CLERK  
/s/: A. FRIEDRICH, DEPUTY CLERK

November 26, 2023

Date

Clerk

Further Information:

## Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

- ☐ delivering a copy of the summons and petition to the defendant/respondent.  
☐ leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with \_\_\_\_\_, a person at least 18 years of age residing therein.

☐ (for service on a corporation) delivering a copy of the summons and petition to: \_\_\_\_\_ (name) \_\_\_\_\_ (title).

☐ other: \_\_\_\_\_

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires: \_\_\_\_\_ Date \_\_\_\_\_ Notary Public

## Sheriff's Fees, if applicable

Summons \$ \_\_\_\_\_  
 Non Est \$ \_\_\_\_\_  
 Sheriff's Deputy Salary  
 Supplemental Surcharge \$ 10.00  
 Mileage \$ \_\_\_\_\_ ( \_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)  
 Total \$ \_\_\_\_\_

A copy of the summons and petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



## IN THE 23RD JUDICIAL CIRCUIT, JEFFERSON COUNTY, MISSOURI

Judge or Division: TRAVIS DEAN PARTNEY	Case Number: 23JE-CC01138
Plaintiff/Petitioner: FENTON FLYERS, INC.	Plaintiff's/Petitioner's Attorney/Address STANLEY DAVID SCHNAARE 321 SECOND STREET COURTHSE SQ P.O. BOX 440 HILLSBORO, MO 630500440
Defendant/Respondent: 100 OCTANE AVIATION, LLC	Court Address: P O BOX 100 300 MAIN ST HILLSBORO, MO 63050
Nature of Suit: CC Breach of Contract	(Date File Stamp)

## Summons in Civil Case

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JEFFERSON COUNTY

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Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

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Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires: \_\_\_\_\_

Date

Notary Public

## Sheriff's Fees, if applicable

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ \_\_\_\_\_ ( \_\_\_\_\_ miles @ \$. \_\_\_\_\_ per mile)

Total \$ \_\_\_\_\_

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Judge or Division: TRAVIS DEAN PARTNEY	Case Number: 23JE-CC01138
Plaintiff/Petitioner: FENTON FLYERS, INC.	Plaintiff's/Petitioner's Attorney/Address STANLEY DAVID SCHNAARE 321 SECOND STREET COURTHSE SQ P.O. BOX 440 HILLSBORO, MO 630500440
Defendant/Respondent: 100 OCTANE AVIATION, LLC	Court Address: P O BOX 100 300 MAIN ST HILLSBORO, MO 63050
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: BRENNAN J HAWKINS

Alias:

4804 HAMMOND AVE  
SUPERIOR, WI 54880

COURT SEAL OF



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Signature of Sheriff or Server

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Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires: \_\_\_\_\_ Date \_\_\_\_\_ Notary Public

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 Non Est \$ \_\_\_\_\_  
 Sheriff's Deputy Salary  
 Supplemental Surcharge \$ 10.00  
 Mileage \$ \_\_\_\_\_ (\_\_\_\_\_ miles @ \$.\_\_\_\_\_ per mile)  
**Total** \$ \_\_\_\_\_

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Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires: \_\_\_\_\_

Date

Notary Public

## Sheriff's Fees, if applicable

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ \_\_\_\_\_ ( \_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)

Total \$ \_\_\_\_\_

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